

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

| | | |
|--|---|-----------------------------|
| 1. Name and address of registrant C & O Resources, Inc. 3050 K Street, N.W., Suite 150, Washington, D.C. 20007 | | 2. Registration No. 4827 |
| 3. Name of foreign principal Embassy of the United Arab Emirates | 4. Principal address of foreign principal 600 New Hampshire Ave. Washington, D.C. | |

5. Indicate whether your foreign principal is one of the following type:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
- | | |
|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
| <input type="checkbox"/> Individual—State his nationality _____ | |

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SECTION
REGISTRATION UNIT

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. Foreign Ministry (Embassy in Washington DC)
- b) Name and title of official with whom registrant deals.

H.E. Mohammed bin Hussein Al-Shaali, Ambassador to the United States

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

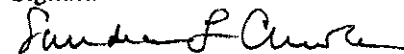
Date of Exhibit A

July 2, 1993

Name and Title

Sandra L. Charles
Chief Executive Officer

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

| Name of Registrant | Name of Foreign Principal |
|-----------------------|-------------------------------------|
| C & O Resources, Inc. | Embassy of the United Arab Emirates |

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

C & O Resources, Inc. agrees to provide the Embassy with information, reports, analysis and advice on issues of importance to the UAE government. C & O Resources, Inc. does not lobby or represent the UAE government under the terms of the agreement.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B

Name and Title

Signature

July 2, 1993

Sandra L. Charles
Chief Executive Officer

Sandra L. Charles

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT FOR CONSULTING SERVICES

This Agreement is made as of September 1, 1992 by and between the GOVERNMENT OF THE UNITED ARAB EMIRATES (hereafter "Client") and C & O RESOURCES, INC. (hereafter "COR"), a corporation duly incorporated under the laws of Virginia, USA, with its principal office at 3050 K Street, Suite 150, Washington, DC, 20007, USA.

RECITALS

WHEREAS, the Client requires consulting and advisory services to be performed on a continuing basis; and

WHEREAS, COR's personnel have extensive experience in political, military, energy, legislative and business matters and development, and special skills and capabilities related to this experience; and

WHEREAS, the Client wishes to retain the services of COR in accordance with the terms of this Agreement.

NOW, THEREFORE, the Client and COR agree as follows:

1. Appointment and Duties of COR

a. Client hereby appoints COR to perform on the Client's behalf the services set forth in Section 2.

b. COR will register on behalf of the Client in accordance with United States laws and regulations, but will not be obligated to lobby or represent the Client in its interactions with governmental entities and agencies of the United States.

2. Scope of Work

a. COR will provide, and will be available to provide, consulting advice and assistance (the "Services") to the Client on a routine and timely basis as follows:

(i) As requested by the Client, COR will provide information, including copies of reports, commentaries, and other publications on United States Government ("USG") activities and other subjects of specific interest to the Client.

(ii) As requested by the Client, COR will prepare analyses of political, military, energy/economic, commercial, legislative matters and events, and other developments and their impact on USG policies and activities, and their significance for the interests of the Client.

(iii) COR will maintain regular liaison with appropriate USG officials, non-governmental institutions, and other groups with interests in the Near East region, and will monitor media and publications to insure that analyses provided to the Client are both informed and timely.

(iv) As requested by the Client, COR will assist with visit arrangements and meeting preparations in the United States for the Client.

(v) As requested by the Client, COR will serve as a liaison for US business corporations with business associations and appropriate ministries in the Client's country to facilitate business contacts and generate commercial ventures and investments.

(vi) As requested by the Client, COR will work and assist on special projects and activities.

(vii) As requested by the Client, COR will be available to make periodic visits to the region for first-hand consultations and to discuss business opportunities.

b. COR will use its best efforts to commit such resources and time as is necessary to ensure the proper and timely performance of the Services.

c. COR shall perform the specified services in accordance with high professional and ethical standards. COR's conduct shall

be in complete accordance with the applicable laws, regulations, and policies of the United States. In the performance of the Services, COR shall seek to protect the good reputation and best interests of the Client.

d. In performing the Services, COR shall be an independent contractor, not an employee or agent of the Client. COR shall have no authority to bind the Client to any commitment, agreement, or promise without the prior written authorization of the Client.

3. Compensation of COR

a. In consideration for COR's performance and availability to perform the Services, Client will pay COR a fixed annual fee of \$100,000, to be paid in two equal installments: the first to be paid upon the full execution of this Agreement and the second six months thereafter.

b. In addition, Client will reimburse COR for (i) all pre-approved ordinary and necessary out-of-pocket disbursements including long distance telephone charges, delivery/courier charges, reproduction costs, as well as domestic and international travel expenses (in business or first class), and per diem travel allowances, and (ii) any work services or support that are beyond the scope of the Services setforth in Section 2, as mutually agreed by Client and COR. Such additional costs will be invoiced on a monthly basis and shall be paid within 30 days of receipt.

c. All compensation and reimbursements, shall be paid to C & O Resources, Inc. by check mailed to COR, Inc. at the address setforth above or by wire transfer to the following account:

RIGGS NATIONAL BANK
Washington Harbour Office
Washington, D.C. 20074-6758
Account No. 17-142-451

4. Term and Termination

a. This Agreement shall be in effect from the date first stated above and shall continue for a period of one year; provided, however, that the Client may terminate the Agreement earlier upon 30 days written notice to COR. COR also may terminate the Agreement earlier upon 30 days written notice to the Client.

b. In the event of termination pursuant to Section 4.a, (i) the fixed annual fee will be prorated on the basis of the portion of the one-year term that had elapsed prior to the effective date of the termination and COR will reimburse the Client for any fees paid for labor in advance of services rendered; and (ii) the Client shall remain obligated to reimburse COR for all expenses and disbursements incurred up to the date of termination.

5. Confidentiality

a. COR shall use any information disclosed to COR by the Client under this Agreement only for purposes of performing the Services. COR shall take reasonable precautions to safeguard the confidentiality of proprietary materials, classified documents, and other confidential information of the Client.

b. During and following the term of this Agreement, COR will disclose confidential information of the Client only to those who have need to know it for the purposes of carrying out the Services. COR shall not disclose to others or convert to COR's own use any confidential information provided by the Client except insofar as such information (i) is already known to COR; (ii) is or becomes publicly known through no wrongful act of COR; (iii) is rightfully received from a third party without restriction or breach of confidentiality; (iv) is approved for public release by written authorization of the Client; or (v) is disclosed pursuant to the

requirement of a court, other governmental agency, or legal proceeding, or is required by law to be disclosed.

c. All information and analysis developed in connection with COR Services shall be the exclusive property of the Client. All information furnished to COR in connection with this Agreement (including any copies, notations, or assessments based on such information) shall be returned to the Client upon request.

6. Conflicts of Interest

a. COR warrants that the performance of the Services does not represent a conflict of interest with any other obligations of COR.

7. Assignability

The rights and obligations of COR shall not be assignable to any other person without COR's prior written consent.

8. Communications

a. Any written communications between the Client and COR shall be by hand delivery, express mail, first-class mail, telex or by fax followed by a copy sent by first-class mail to:

(i) C & O Resources, Inc. at the address stated above (fax number 202-342-5518) or to such other address as COR may designate by notice to the Client.

(ii) The Client at the address designated by notice to COR.

b. Communications shall be effective upon receipt; in case of any question about date of receipt, communications shall be deemed received on the fifth day after posting if by domestic mail service and on the day after sending it by fax.

9. Applicable Law

This Agreement shall be construed and governed in accordance

with the laws of the District of Columbia, without regard to its principles of conflicts of laws.

9. Amendments

This Agreement consitutes the entire agreement between the parties and may be amended only by a writing executed by authorized representatives of both parties.

Embassy of the United Arab
Emirates

By: 

H. E. Mohammad Al-Shaali
Ambassador

C & O Resources, Inc.

By: 

Ms. Sandra L. Charles
Chief Executive Officer

By: 

Mr. Robert B. Oakley
President